NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

JAN 23 2008

CATHY A. CATTERSON, CLERK
U.S. COURT OF APPEALS

INDEPENDENT SCHOOL DISTRICT OF BOISE CITY, Plaintiff - Appellant, v. COREGIS INSURANCE COMPANY, an Indiana corporation, Defendant - Appellee.	No. 06-35627 D.C. No. CV-04-00220-MHW MEMORANDUM*

Appeal from the United States District Court
for the District of Idaho
Mikel H. Williams, Magistrate Judge, Presiding

Argued and Submitted January 11, 2008
Seattle, Washington

Before: BEEZER, TASHIMA, and TALLMAN, Circuit Judges.

The magistrate judge correctly determined that Coregis Insurance Company complied with the plain language of the insurance policy issued to the Independent School District of Boise City when Coregis cancelled coverage. Among other

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

events, the policy permitted Coregis, under section A(2)(b)(5) of the cancellation and nonrenewal endorsement, to cancel the agreement after it had been in effect for more that sixty days for "[l]oss or decrease in reinsurance which provided us with coverage for all or part of the risk insured." It is undisputed that the policy had been in effect for more than sixty days and that Coregis was unable to obtain reinsurance for the peril of terrorism, an insured risk under the policy, after September 11, 2001, and school shootings in Colorado.

Although the policy also contained a rate guarantee endorsement in which Coregis agreed "to keep this policy in effect and that rates will not increase more than 3% per year for the 2002-2003 and 2003-2004 policy years" assuming certain conditions not relevant here, the two endorsements can be read in harmony. *See Selkirk Seed Co. v. State Ins. Fund*, 135 Idaho 434, 437, 18 P.3d 956, 959 (2000) (reasoning that the court must construe the contract as a whole, not in isolated parts, to effectuate the plain language of the agreement). Reading the agreement as a whole, it is apparent that Coregis was merely prevented from increasing premiums by more than three percent annually, or changing the terms and conditions of the policy such as what risks the agreement covered, limits, and deductibles. The rate guarantee did not implicitly obviate the plain, unambiguous language of the cancellation provisions, and the magistrate judge appropriately

granted summary judgment in favor of Coregis. *See Clark v. Prudential Property & Cas. Ins. Co.*, 138 Idaho 538, 541, 66 P.3d 242, 245 (2003).

AFFIRMED.